

Nuisance Abatement Agreement

This nuisance Abatement Agreement (“Agreement”) is made and entered into this ___ day of month, year, by and between the City of Brooklyn Park, a Minnesota municipal corporation (“City”) and owner name, a single person (“Property Owner”).

RECITALS

1. Property owner holds fee title to the residential property, located at address N, Brooklyn Park, MN zip, legally described as:

Legal Description, County of Hennepin, State of Minnesota (“Subject Property”)
2. The City received a complaint/performed a proactive inspection regarding the condition of the violation located at Subject Property.
3. Upon investigation of the complaint/proactive inspection, the City found that description of violation. The condition of violation is in violation of City Code Chapter
4. The Property Owner wishes to complete removal of the violation in order to bring the Subject Property into compliance with the code, but is financially unable to do so at this time. The Property Owner’s financial hardship has been demonstrated and documented to the satisfaction of the city. The Property Owner was denied financial assistance through the following means:
 - a. Attempt a refinance of existing mortgage
 - b. Be denied a loan from a financial company
 - c. Be denied a loan or payment plan from a company capable of performing the work
 - d. Be denied financial assistance from available city, county or state funding sources
 - e. All other means to secure independent financing have been attempted
5. The City has agreed to hire a contractor to description of work.
6. The Property Owner agrees to allow the City to assess the Abatement Expenses and the administrative fee against the Subject Property.

NOW THEREFORE, the parties do hereby agree as follows:

- A. The Property owner agrees that the City may take the necessary action to description of work. Bids for the work were received by three qualified contractors. The bid that has been accepted is from Contractor’s name to perform this work at a cost of \$0,0000.00.

- B. The Property Owner grants access to the Subject Property for the City’s employees, agents and contractors for the purpose of obtaining estimates from the abatement and the completion of the abatement work.
- C. The Abatement Expenses, along with an administrative fee of **see fee schedule** and assessing fee costs shall be certified by the City against the Subject Property during the next certification cycle. In any event, the total assessed amount shall not exceed **\$0,000.00**. The City may provide for payment of the special assessment in installments bearing such interest as may be determined by the City Council. For this purpose, the Property Owner, for his/ her successors and assigns, expressly waives any and all procedural and substantive objections to the special assessment, including, but not limited to, hearing requirements and any claim that the assessment amount exceeds the benefit to the Subject Property. The Property Owner, for his/her successors and assigns waives any appeal rights available pursuant to Minnesota Statutes Section 429.081.
- D. The Property Owner agrees to protect, defend, indemnify and hold the City and its officials, employees, contractors and invitees harmless from and against any and all loses, costs, claims, fines, charges, damages and expenses, including without limitation, reasonable attorneys' fees, consultant and expert witness fees by reason of the execution of this Agreement or the performance of the Agreement.
- E. This Agreement shall inure to the benefit of and be binding upon the Property Owner and his/her respective successors and assigns.
- F. Nothing in this Agreement shall prohibit the City from being able to take enforcement action and specially assess expenses associated with that action with respect to any other outstanding of future code violation on Subject Property.

Waiver by Property Owner(s)

Full name(s), hereinafter called the “Property Owner”, states that she is the owner of **full address** N, **Legal description**, County of Hennepin, State of Minnesota, **PID _____**, Brooklyn Park, MN **zip**.

Said Property Owner hereby requests the City of Brooklyn Park to make arrangements necessary to: **Description of work**.

An acceptable bid has been received for completion of the work from **Contractor name** in the amount of **\$0,000.00**.

The reason for this request is: **financial hardship**.

Property Owner hereby waives any right to notice of objection to said improvement as provided by in Chapter 429 of the Minnesota statutes and any other provisions of municipal or state law providing for notice or objections. Property Owner understands that for the foresaid work that **he/she** will be assessed on the property taxes for all costs incurred. The assessment for the foresaid work will be assessed beginning in the **next scheduled assessment period at 4% over 5 years – speak with Finance to determine terms, can be assessed at 5 years or 10 years.**

Be it further understood that Property Owner must notify the City of Brooklyn Park and verify that the cost of the foresaid work and administrative fees not to exceed **\$0,000.00** is agreed upon before payment will be made to any person or company performing the foresaid work.

Witness out hands to this agreement that we have read and fully understand this agreement and consent thereto this **___ day of month, year.**

Property Owner

Daytime Phone Number: _____

Property Owner

Daytime Phone Number: _____

Notary Public

Approvals

The foregoing instrument was acknowledged before me this **___ day of _____, 201**, by **James Verbrugge, the City Manager and Jason Aarsvold, the Director of Community Development,** respectively of the City of Brooklyn Park, a Minnesota municipal corporation, on behalf of the City.

By: _____

James Verbrugge, City Manager

By: _____

Jason Aarsvold, Director of Community Development

Notary Public